



AGREEMENT FOR E-RATE CONSULTING
One-Year Agreement

This Agreement is made and entered into on this 1st day of August, 2024, by and between Sound E-rate, (CRN 17022566) (“Consultant”) and C.O.O.R ISD Internet Consortium (“Consortium Applicant.”)

WHEREAS, Consultant is in the business of providing consulting service on the School and Libraries Program (aka Schools and Libraries Division - SLD) which is a funding mechanism under the Universal Service Fund of the Federal Communications Commission, and administered by the Universal Service Administrative Company, USAC. The SLD is commonly known as the E-rate program and was authorized as part of the Telecommunications Act of 1996; and

WHEREAS, The Applicant intends to contract for the Consultant’s services for assistance in procuring Internet Access and Data Transmission (Category 1), and any E-rate eligible equipment and/or service (Category 2) needs from July 1, 2025, through June 30, 2026, school/funding year (Funding Year 2025); and

WHEREAS, The Consultant’s services include work performed prior to Funding Year 2025 (e.g., FY 2024 and prior) as hereinafter set forth; and

WHEREAS, The Consultant’s services include assistance, if necessary, to the Applicant after Funding Year 2025 with any audit of the Applicant’s E-rate Funding for Year 2025 as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED THAT, the Consultant and the Applicant, in consideration of this Agreement and the mutual covenants and conditions contained herein, with the intent to be legally bound, hereby agree as follows:

1. Consultant Services and Deliverables.

- a. The Applicant hereby engages the Consultant to perform the following E-rate consulting services in accordance with the terms and conditions set forth in this Agreement:
 - i. Pre-Application Services
 1. Applicant agrees to add Consultant to the USAC online application and management portal for administration of E-Rate, Emergency Connectivity Fund (ECF), and other programs, such as the Pilot Cybersecurity Program (hereafter known as “USAC One Portal”) with full rights to forms (with the exception of Form 498) and appeals.
 2. Review current Internet Access/Data Transmission services and any E-rate eligible equipment and/or service needs as well as discuss with Applicant any future upgrades in service to ensure all eligible services will be included in the application.
 3. Conduct a discount analysis to determine whether the Applicant’s E-rate discount is the maximum allowed, or if required, use the State Valid File



from the State Education Agency (SEA). Update enrollment and poverty rate numbers during the USAC Administrative Window.

4. Verify with the appropriate SEA or State Library whether or not a technology plan has been submitted and approved to meet E-rate deadlines, *if applicable*.¹
5. Verify with the Applicant that the Children’s Internet Protection Act (CIPA), including acceptable use policies and filtering, are in place. Work with the Applicant to implement any new CIPA requirements specifically for schools regarding education of students with respect to online activities.
6. Review and comment on any Letter of Agency (LOA) or other documentation required by the Consortia Lead in connection with the Applicant’s participation in a statewide or regional network.
7. Respond to any request for information on behalf of the Applicant concerning the Consortia Lead preparation of their network E-rate forms.

ii. Application Submission Services

1. With the Applicant’s help, secure access to the USAC One Portal, with full rights to Applicant forms, with the exception of the Form 498 (the Applicant banking information).
2. If necessary², submit Form 470, Description of Services Requested and Certification Form applications to the SLD of USAC to satisfy competitive bidding requirements and draft any necessary Requests for Proposal (RFPs).³
3. Contact vendors to encourage bid participation in order to seek the lowest corresponding pre-discount pricing available as permitted by law and policy.
4. Work with the Applicant in an advisory capacity to review vendor proposals. The Applicant is ultimately responsible for choosing the most

¹ The 6th Report and Order CC Docket No. 02-6 and GN Docket No. 09-51, P#58, removed the requirement for tech plans for Priority (aka Category 1). Released September 28, 2010. The 7th Report and Order, aka, the Modernization Order, WC Docket No. 13-184, P#197, eliminated tech plan requirements for Category 2. Released July 23, 2014.

² Commercially available business class Internet access services are exempt from the FCC Form 470 posting requirement if they cost \$3,600 or less annually per entity (school or library), including any one-time costs such as installation; provide bandwidth speeds of at least 100 Mbps downstream and 10 Mbps upstream; and provide basic conduit access to the Internet at those required minimum speeds. The 7th Report and Order, aka, the Modernization Order, WC Docket No. 13-184, P#199.

³ If Applicant is under a multi-year contract, review the Terms and Conditions, skip to 7. in list. If Applicant is part of consortia to take advantage of State Master Contract, with multi-schedule award, help Applicant with mini-bid.



cost-effective solution for their own educational goals and technology needs.

5. Work with Applicant personnel and counsel to negotiate contracts with vendors and prepare any necessary modifications and/or amendments to current contracts, subject to Board approval.
6. Ensure all contract language is E-rate compliant and that contracts are fully executed in a timely manner.
7. Submit Form 471, Services Ordered and Certification Form applications and required attachments / bulk uploads to SLD in applying for funding.
 - a. Perform due diligence to cost allocate funding of ineligible items/service.
 - b. Create and submit RAL corrections as necessary.
8. Coordinate all responses to Problem Resolution, Program Integrity Assurance (PIA) staffers on applications. If and when required, secure additional information from Applicant and forward to PIA via USAC One Portal.
9. Communicate with vendors on the funding requests (FRNs) submitted to the SLD to set up Service Provider Invoicing (discounted billing).
10. Work with Applicant financial staff to review vendor invoicing to Applicant to confirm that discounts are appropriately applied.
11. Develop appropriate language to be included in all E-rate related Letters of Intent and/or purchase orders.
12. Prepare summaries of E-rate funding requests submitted to the SLD on behalf of Applicant.
 - a. Compute the amount of non-discount the Applicant must pay as its share of the request, or
 - b. Any amounts that may be necessary upfront which result in a Billed Entity Applicant Reimbursement (BEAR) at the back end (if the vendor is unable to provide discounted billing)⁴

iii. Post-Commitment Services

⁴ It is the Applicant's choice on how to receive discount: BEAR or SPI.



1. Validate Children's Internet Protection Act (CIPA) compliance and submit Form 486, Receipt of Service Confirmation Form to SLD to start the funding flow and to certify compliance with CIPA.
2. Validate Form 498 and SAM.gov status and apply for BEAR Access to submit Form 472, BEAR in the USAC legacy system for reimbursement, or complete all vendor paperwork to ensure discounts are applied to Applicant's accounts under SPI billing (discounted billing).
3. Review vendor invoices to Applicant to ensure discounts are applied appropriately, and services delivered within the allowed time frame and are consistent with the documentation submitted to SLD.
4. When necessary, prepare and submit Service Provider Identification Number (SPIN) changes in the USAC One Portal, from the original vendor, or if there is a vendor change on a State Master Contract.
5. When requested by service provider, prepare Service Certifications for submission to the USAC invoice reviewer. This is a requirement for a vendor to receive payment on goods or services rendered and must have correct dates of installation and proof of Applicant payment of the non-discount share of the project.
6. When necessary, prepare and submit Service Substitutions in the USAC One Portal.
 - a. Only if the vendor delivers services or equipment that is different from the original 471 documentation. This can happen when the Applicant's requirements change or there is a change of model number at the vendor level.
7. Confirm that the Applicant is actually using all of the goods and services for which funding was received and, if the Applicant's needs change, work with the Applicant and vendor to confirm service offerings with the Applicant's needs.
8. Review and edit vendor drafts of appeals of any denied vendor invoice to the Applicant.
9. When necessary, file appeals (This could include PIA or SLD mistakes).
10. Provide electronic copies of ALL E-rate documentation for Funding Year 2025 to comply with the 10-year document retention schedule.
11. Assist Applicant with other E-rate pre-commitment or post-commitment audits related to Funding Year 2025.



- iv. Other Services. Attend Applicant E-rate related meetings, consultations etc., upon request by the Applicant at their locations, or by using available technology (Zoom, WebEx, Google Meet, etc.) to attend these meetings.
- b. Consultant shall perform the services with due diligence in a timely, competent, and professional manner and in accordance with the highest professional standards. The Applicant shall cooperate by providing timely responses to Consultant's reasonable requests for information needed to enable Consultant to perform the services.
- c. The Applicant shall own all of the Consultant's work product resulting from Consultant's services provided pursuant to this Agreement.
- d. Consultant shall keep in strictest confidence all confidential or proprietary information acquired in connection with the performance of services under the Agreement; except that Consultant may disclose such confidential or proprietary information to the State E-Rate Administrator, to the Universal Service Administrative Company (USAC), and the Federal Communications Commission (FCC) in order to carry out Consultant's obligations under this Agreement. The Applicant may provide Consultant with access (orally, visually, or otherwise) to confidential, proprietary, and highly sensitive information relating to the Applicant, which may include, without limitation, information pertaining to the business, operations, finances, employees, students, and parents of the Applicant (collectively, "Personally Identifiable Information," PII). Consultant acknowledges that from time to time, the Applicant may disclose PII to Consultant in order to enable Consultant to engage in the services described in this Agreement. Consultant recognizes and agrees that the unauthorized disclosure of PII could be harmful to the Applicant. Consequently, Consultant agrees not:
 - i. To use, at any time, PII for Consultant's own benefit or for the benefit of any person, entity, or company other than the Applicant; or
 - ii. To disclose, directly or indirectly, any PII to any person who is not a current employee of the Applicant authorized to receive such PII, except in the performance of the services described in the Agreement, at any time prior or subsequent to the termination of this Agreement, without the express, written consent of the Applicant. Consultant acknowledges that any and all documents, including documents containing PII and are marked as such, furnished by the Applicant or otherwise acquired or developed by Consultant in connection with this Agreement (collectively, "Applicant Materials") shall be at all times the sole property of the Applicant. Upon the termination of this Agreement or association with the Applicant, Consultant shall return to the Applicant or destroy any and all Applicant Materials that are in Consultant possession, custody, or control, whether in hard copy written or electronic form. The provisions of Section I.d. above shall survive termination or expiration of the Agreement. The parties acknowledge that the unauthorized access to, disclosure or dissemination of student education records is prohibited under state and federal law. Consultant shall comply with the Family Education Rights and Privacy Act of 1974 and any other applicable state and federal laws and regulations regarding the privacy of student records.



- e. Consultant shall fully obey and comply with all laws, ordinances, and regulations which are or shall become applicable to the services performed under this Agreement.
- f. Consultant shall not discriminate against any person for employment on the basis of race, nationality, sex, disability, age, religion, ancestry, or any other legally-protected classification in accordance with all state and federal laws.

2. Applicant Responsibilities and Duties. Applicant acknowledges that Consultant must provide documentation and requested data to multiple federal and state entities to meet program deadlines and maintain compliance with program requirements. To ensure Consultant is able to perform the services of this agreement, Applicant commits to provide information, documentation review and approvals in a timely manner. Specific Applicant responsibilities and duties include, but are not limited to, the items listed and timelines below:

a. Pre-Application and On-Boarding

- i. Update and maintain the following information in the USAC One Portal: Account Administrator, Manager Users, User Permissions, Form 498 as well as the SAM.gov / UEI (Unique Entity ID).
- i. Add Consultant to the USAC One Portal with full rights to forms (with the exception of Form 498) and appeals.
- ii. Within 30 days of signing this agreement, provide details of Applicant's compliance with the Children's Internet Protection Act (CIPA) requirements, including acceptable use policies, and filtering practices, Board agenda(s), and minutes approving CIPA policies.
- iii. Provide metrics required for EPC filings (e.g., Billed Entity Numbers (BENs), student counts, library square footage, various technology/equipment specifications, etc.).
- iv. Return signed Letter of Agency (LOA).
- v. During the planning stages, set up Consortia in EPC (e.g., entity names and BENs), collect LOAs (for new Consortia, includes LOA between Consortia and Consultant as well as LOAs between the Consortia and each Consortia member), and collect Form 479 from each consortia member to certify CIPA compliance.

b. Application Submission:

- i. At on-boarding, provide access to the USAC One Portal with full rights to Applicant forms (except Form 498).
- ii. Review and approve draft Form 470 at the start of FY Summer and Fall no later than 40 days before each year window closes.



- iii. Review and approve draft Requests for Proposal (RFPs) at the start of FY Summer and Fall no later than 40 days before each year window closes.
 - iv. Provide contact details for evaluation team invitations at the start of FY Summer and Fall no later than 40 days before each year window closes.
 - v. Review and approve bid evaluation criteria and scoring matrix after Allowable Contract Date (ACD) or at least 28 days after filing 470/RFP, And if necessary, add to next Board agenda.
 - vi. Provide decision on selected winning vendor(s) to superintendent, CFO, Board, or other authorized personnel within one (1) week from bid evaluation approval or next scheduled Board meeting.
 - vii. Review signed vendor contract(s) and/or Letter of Intent by appropriate applicant designee in accordance with the invoicing provisions of the applicable contract.
 - viii. Review Receipt Acknowledgment Letter (RAL) and provide modifications/revisions or approval as necessary within one week of FCDL.
 - ix. As necessary, provide Consultant with answers to questions from Program Integrity Assurance (PIA) reviewers within 48-hours of receipt of inquiry.
 - x. Once Funding Commitment Decision Letter (FCDL) is received, determine invoicing method for contracted vendor(s) within one week of receipt of FCDL.
 - xi. Review language included for PO before submission to portal with 470.
 - xii. Review and approve summaries of E-rate funding requests that will be submitted to SLD by the October 28 deadline of the appropriate funding year.
- c. Post-Commitment:
- i. At on-boarding, provide Consultant with all requirements for Children's Internet Protection Act (CIPA) compliance certification.
 - ii. Provide required details for proper vendor invoicing (BEAR reimbursement or SPI billing) upon receipt of FCDL.
 - iii. If Service Certifications submission required, provide correct dates of installation and proof of Applicant payment of non-discounted shares of project as needed for invoicing.



- iv. If Service Substitutions reporting is required, provide details of Applicant technology services invoicing requirements changes or details on vendor equipment changes (i.e., model numbers, etc.) as needed before invoicing.
- v. Provide documentation confirming Applicant use of all goods and services for which funding was received as needed before invoicing.
- vi. If appeals are filed, provide required information on denied vendor invoices, etc. as needed.
- vii. Before the start of each funding year on July 1st, Consortia leads collect Form 479 from each Consortia member to certify CIPA compliance.

3. Representations and Warranties. Consultant represents and warrants that at the time of executing the Agreement and during the Term hereof:

- a. All employees and agents that will perform services under this contract have not been convicted of any felonies;
- b. All employees and agents that will perform services under this contract have not been convicted of any crimes for fraud, bribery, molestation, sexual misconduct or moral turpitude;
- c. All employees and agents that will perform services under this contract are qualified to do so;
- d. Consultant is in full compliance with all laws;
- e. Consultant has not been disbarred as a consultant for any state or the federal government; and
- f. Consultant is not a party to any litigation.

4. Terms of Agreement.

- a. This Agreement will commence on the date first set forth above.
- b. Notwithstanding Section I.a.iii hereof, Consultant shall provide all post-commitment services related to the Funding Year 2025 including, but not limited to, assisting the Applicant with any FCC or USAC audit of prior years.

5. Time Devoted by Consultant. The Applicant is interested only in the result to be achieved, and the conduct and control of the Consultant's work will be the Consultant's sole and complete responsibility. The Consultant alone shall determine the hours the Consultant is to work on any given day and the location where the Consultant performs the Consultant's services. The Applicant will rely on the Consultant to work the number of hours that are reasonably necessary to fulfill the purposes of this Agreement.



6. Intellectual Property Rights.

- a. The parties expressly agree that all work is “work made for hire” under the copyright laws of the United States and other countries, and shall be considered work prepared by an employee within the scope of his or her employment or work specially ordered or commissioned for use as a contribution to a collective work. To the extent that any work product is not deemed “work made for hire,” Consultant hereby assigns all copyrights and intellectual property rights to the Applicant.
- b. All work product shall become the sole property of the Applicant upon completion by the Consultant and may be used by the Applicant in any manner during or after the term of this Agreement.

7. Payment to Consultant.

- a. Financial consideration for the cost of performance of this Agreement to be paid at the following rates for committed⁵ applications:
 - i. \$2,000 for C1 applications less than or equal to \$50,000.00 in prediscout funding;
 - ii. For C1 applications above \$50,000, the fee is 4% up to \$750,000 of the total committed funds for each Consortium member⁶, capped at:
 1. \$30,000 for \$1,000,000.00 in prediscout funding;
 2. \$50,000 for \$2,000,000.00 in prediscout funding; and
 3. \$75,000 for \$3,000,000.00 and above in prediscout funding
 - iii. \$1,000 per Consortium member⁷ for C2 applications.
- b. Category 1 and Category 2 application fees will be assessed in aggregate and shall be invoiced at a mutually agreeable schedule.
- c. Consultant shall invoice the Applicant for the amounts set forth herein. Any expenses incurred shall be the Consultant’s responsibility. As an independent contractor the Consultant shall not be entitled to any fringe or other benefits, including workers’ compensation coverage and insurance of any nature, which the Applicant provides to its employees. Consultant is solely responsible for meeting all of the Consultant’s insurance needs. Consultant understands that it is not insured by or under the insurance policies of the Applicant. Consultant represents and warrants that Consultant has secured and shall maintain at Consultant’s own expense all insurance that Consultant is required by law to carry in connection with the services described in this Agreement, as well as commercially reasonable insurance covering risks arising in connection with the services described in this Agreement, including professional liability insurance. Evidence of professional liability insurance for Consultant shall be promptly provided to the Applicant upon written request.

⁵ The Funding Commitment Decision Letter, FCDL, displays the total undiscounted amount and is the basis by which the consulting fee is assessed.

⁶ C.O.O.R ISD Internet Consortium Members: COOR ISD, Crawford AuSable School District, Fairview Area School District, Houghton Lake School District, Mio AuSable School District, Roscommon Area Public Schools, West Branch-Rose City School District

⁷ Ibid



- d. Payment is not due until the Applicant receives an official invoice containing Consultant's federal tax identification number.
 - e. Consultant is not entitled to receive any compensation, commissions, or benefits other than those expressly provided for in this Agreement.
 - f. Notwithstanding any other payment provisions of this Agreement, the Applicant reserves the right to withhold payments for Consultant's failure to perform as agreed. Consultant may cure its failure to perform within twenty (20) days of its receipt of the Applicant's rejection notice, in which case the Applicant will promptly pay the Consultant the balance owed, if the cure is so made.
- 8. Independent Contractor.** Both the Applicant and the Consultant agree that the Consultant will act as an independent contractor in the performance of the Consultant's duties under this Agreement. Accordingly, the Consultant shall be responsible for the payment of all taxes including federal, state and local taxes arising out of the Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required. During the Consultant's contacts with third parties, the Consultant and its employees and agents shall identify themselves as a Consultant for the Applicant and not as an employee of the Applicant. The Consultant does not have the power or authority to bind the Applicant in any capacity. No joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this Agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take action that creates the appearance of such authority. Consultant shall retain control over its employees and agents and Consultants employees shall not be considered common law employees of the Applicant. Notwithstanding anything to the contrary stated herein, with respect to the Patient Protection and Affordable Care Act of 2010 and the guidance issued thereunder by the Internal Revenue Service, the U.S. Treasury Department, the U.S. Department of Labor, and the U.S. Department of Health and Human Services, and, in particular, Section 4980H of the Internal Revenue Code of 1986, as amended, those persons performing services for Consultant on behalf of the Applicant shall not be considered common law employees of the Applicant. The Consultant specifically acknowledges and understands that, as an Independent Contractor, the Consultant is not entitled to health benefits, vacation days, sick days, pension benefits, unemployment compensation, workers' compensation, disability benefits, insurance, or other benefits that may now, or in the future, be provided to Applicants employees, based on their status as employees.
- 9. Indemnification and Insurance.**
- a. Consultant hereby agrees to indemnify, pay for the cost of defense of, and hold the Applicant harmless for and from any claim (including, but not limited to, claims for personal injury, damage to property, and negligence) and liability arising out of the Consultant's activities or in connection with providing the consulting services or subcontracting the consulting services to another party(s).
 - b. Throughout the term and for a period of five (5) years thereafter, Consultant shall maintain adequate insurance for its obligations and duties under this Agreement,



including but not limited to: (i) automobile; and (ii) professional liability or its equivalent insurance in the insurance certificates incorporated herein as Attachment "A".

- c. The cost of the premiums for all insurance that Consultant is required to maintain by this Agreement is to be paid by Consultant.

10. Notices/Addresses. All notices shall be in writing. The addresses of the parties are as follows:

- a. If to Consultant: Jeannene Hurley
Sound E-rate
PO Box 2782
Washington, NC 27889

- b. If to Applicant: Shawn Petri, Superintendent
C.O.O.R ISD Internet Consortium
11051 N Cut Road
Roscommon, MI 48653

- c. With copy to: Josh Hayes, Chief Technology Officer
C.O.O.R ISD Internet Consortium
11051 N Cut Road
Roscommon, MI 48653

11. Limitations on Liability. No individual official, employee, or agent of the Applicant shall have any direct or indirect personal liability under or in connection with this agreement. The Applicant is a local agency and at all times retains its statutory immunity defense as provided by the laws of the State of Michigan.

12. Survival of Certain Obligations. Injunctive Relief. The obligations set forth in Section I (above) shall survive the expiration or termination of this Agreement. Should there be a breach of the provisions of Paragraph 8 hereof, the Consultant acknowledges that the Applicant would suffer irreparable harm and, therefore, the Applicant shall be entitled to injunctive relief in addition to any other available remedies.

13. No Conflicts. The Consultant certifies that it currently is under no outstanding agreement or obligation which directly or indirectly conflicts with or prevents the Consultant from performing consulting services under this Agreement, and that this Agreement does not constitute a breach of any obligation the Consultant has to a third party. The Consultant further agrees not to enter into any such conflicting agreement during the term of this Agreement.

14. Severability. In the event that any section, paragraph, or term of this Agreement shall be determined to be invalid or unenforceable by any competent tribunal for any reason, the remainder of the Agreement shall be unaffected thereby and shall remain in full force and effect and if any section, paragraph, or term of the Agreement is adjudged to any extent to be invalid or unenforceable by any competent tribunal, such section, paragraph, or term will be deemed modified to the extent necessary to make it enforceable.



- 15. Amendment.** This Agreement may be amended only by mutual agreement of the parties in writing.
- 16. Governing Law.** This Agreement is made under, governed by, and will be construed and enforced in accordance with the General Statutes of the State of Michigan without regard to any conflict of laws and provisions.
- 17. Disputes.**
- a. Any dispute or controversy arising out of any interpretation, performance, or breach of this Agreement shall first be reviewed administratively by the Applicant. The Applicant shall designate a claims administrator no later than thirty (30) days after a demand for an administrative determination. Consultant shall provide documentation in support of its claim or forfeit the right to proceed with the claim. Within thirty (30) days of the completion of the administrative investigation, the claims administrator will render a nonbinding decision and recommendation to both parties. The decision shall not be admissible in any proceeding.
 - b. The parties consent to exclusive jurisdiction and venue in the federal and state courts located in or nearest to Beaufort County, North Carolina.
 - c. During the pendency of the claim, Consultant shall continue to carry out its responsibilities under this Agreement and the Applicant shall continue to make all undisputed payments due and owing to Consultant.
- 18. Complete Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any of the parties.
- 19. Headings.** The headings and captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- 20. Audit Provisions.** Consultant shall maintain records that relate to the expenses for services performed under this Agreement for a period of five (5) years from the date of final payment, and shall make these records available to the Applicant and its representatives at reasonable times and with reasonable notice to Consultant.
- 21. Waiver of Breach.** The waiver by the Applicant or Consultant of a breach of any provision of this Agreement by the other party does not operate and shall not be construed as a waiver of any other breach of the other party.
- 22. Publicity.** Consultant shall not issue any media release, press release, or public announcement, including any promotional or marketing materials or presentations, relating to this Agreement or its subject matter without the prior written consent of the Applicant.



- 23. Assignment and Subcontracting.** Consultant shall not assign this Agreement or any of its rights or obligations without the prior written consent of the Applicant.
- 24. Termination.** This Agreement may be terminated for the convenience of the Applicant upon thirty (30) days prior written notice to the Consultant. Termination for cause may occur without a prescribed notice period. Consultant is entitled to a pro-rated payment for all satisfactory services performed up to the time of termination. The representations, warranties, and indemnities contained in this Agreement shall survive termination or expiration of it.
- 25. Force Majeure.** Consultant shall immediately notify the Applicant in writing of any cause that will prevent or delay its performance. After receipt of Consultant's notice, the Applicant may elect either to cancel this Agreement or to extend the time of performance as reasonably necessary.
- 26. Final Approval.** This Agreement is valid only upon approval by the superintendent, charter executive, library director, or designee.
- 27. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterpart hereof, individually or taken together, shall bear the signatures of all the parties reflected on this Agreement as the signatories. Delivery of an executed counterpart of this Agreement by electronic mail (email) shall have the same binding effect as delivery of an executed original.
- 28. No Third-Party Beneficiaries.** Nothing in the Agreement or Terms shall be construed to create or extend any rights to third parties as third-party beneficiaries.
- 29. Binding Agreement.** The Agreement shall be binding upon the parties hereto, their personal representatives, heirs, executors, administrators, successors and assigns.



NOW THEREFORE, with the intent to be legally bound, each party hereto, by the duly authorized representative, hereby executes this Agreement to be effective as of the date first set forth above.

Sound E-rate, Inc
PO Box 2782
Washington NC 27889
EIN: #84-2882918

C.O.O.R ISD Internet Consortium
11051 N Cut Road
Roscommon, MI 48653

Signature

Signature

August 1, 2024

Date

Date



Attachment A - Insurance Certificates

Available upon request



Attachment B
FOR CFO or BUSINESS OFFICE USE

This instrument has been pre-audited in the manner required by the local government budget and Fiscal Control Act.

C.O.O.R ISD Internet Consortium
11051 N Cut Road
Roscommon, MI 48653

Shawn Petri

Printed Name

Signature

Date